



Picture Pittsfield Courthouse Lawn Booth Space Agreement

THIS AGREEMENT MUST BE RETURNED TO PICTURE PITTSFIELD, EXECUTED BY THE USER, NOT LATER THAN NOVEMBER 22, 2019.

This Agreement for the reservation of the Pike County Courthouse Lawn Booth Space is made this day, _____, by and between Picture Pittsfield, and _____, hereafter referred to as the "User".

Whereas, the User desires to temporarily reserve, occupy, and make use of the County of Pike's Courthouse Lawn booth space (Hereinafter "the Premises") and whereas, Picture Pittsfield agrees to such reservation.

Now, therefore, the parties agree to the following terms and conditions:

1. The User shall have access to the use of the Premises from 7:00am on Sunday, December 1, 2019, to 8:00pm on Sunday, December 1, 2019, for the purpose of hosting the User's _____ booth(hereinafter "the booth"). The booth will include the following activities (if not listed by the User, Picture Pittsfield reserves the right to direct the User to discontinue any activity not listed):

2. User shall remove all personal property, trash, and other items that were not present on the Premises when User took control of it and will return the Premises to substantially the same condition as it existed when User was first allowed access to the Premises.
3. User will be solely responsible for any and all liability, costs, expenses, claims, demands, damages, personal injuries, and causes of action, judgments, or attorney's fees that may arise out of the acts or omissions of the User, its employee(s), agent(s), or volunteer(s), or any other person(s) while User is in control of the Premises, and User shall indemnify, defend, and hold harmless Picture Pittsfield, and its volunteers, volunteers families, agents, and insurers from and against any and all liability, costs, expenses, claims, demands, personal injuries, causes of action, judgments, attorneys' fees, which may arise out of the acts or omissions of the User, its volunteer(s), volunteer(s) families, agent(s), or any other person(s) while the User is in control of the Premises.
4. If the User's event involves offering any item(s) for sale, or if the User's booth involves any dangerous activity, then the User agrees to keep and maintain in effect liability insurance in sufficient type(s) and amount(s) to cover any and all liability that may arise out of the User's use of the Premises, and User will supply Picture Pittsfield with Certificate(s) of insurance before taking possession of the Premises evidencing such coverage. User agrees to add Picture Pittsfield as an additional insured to its applicable policy(ies) of insurance on a primary basis and not excess of or contributing with any other policy available to Picture Pittsfield. User agrees to provide Picture Pittsfield with an additional insured endorsement evidencing such coverage before taking control of the Premises. If food will be offered at the booth space, User agrees to comply with all the Pike County Health Dept. Guidelines and any other applicable laws or regulations. Picture Pittsfield reserves the right to require compliance with this paragraph for any activities that, in Picture Pittsfield's discretion, are dangerous.

5. Any disputes arising under this contract shall be adjudicated with the Coordinating Council of Picture Pittsfield. If any dispute is litigated then the appropriate venue will be the Circuit Court of Pike County, Illinois.
6. Nothing set forth herein shall be construed to affect or diminish any immunity(ies) that may be available to Picture Pittsfield, its volunteers, volunteers families, agents, or insurers under federal or state law.
7. No benefits are intended to be conferred on third parties by this Agreement.
8. The User agrees that, after execution of this Agreement, it will prominently display a copy of this executed Agreement along with any required certificate(s) of insurance at its event, and will produce the same for inspection by Picture Pittsfield authority upon request. The User agrees that failure to produce a copy of this executed Agreement and /or a copy of any required certificate(s) of insurance upon request will be cause for removal from the Premises by Picture Pittsfield personnel.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

User Signature, Date	Picture Pittsfield Signature, Date
Printed Name	Printed Name
Address	Address
City, State, Zip Code	City, State, Zip Code



'DEER SANTA FESTIVAL HOLIDAY MARKET'

December 1, 2019

Please complete form and return to:

**PITTSFIELD COUNTY MARKET
825 W. Washington St.
Pittsfield, IL 62363**

**Checks payable to:
Picture Pittsfield**

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

E-MAIL: _____

TYPE OF BOOTH:

_____ Booth Fee for 20 x 20 Space: \$25 (vendor may get up to 2 spaces)

_____ Booth Fee for 20 x 20 plus COOKERS: \$40

- Vendors MUST have some kind of festival lighting and décor in their booth space.
- Items for sale (except food meant to be consumed on site) must be holiday themed or appropriate for gift-giving.
- Vendors shall only set up in lawn;
- No setups will occur in the parking spaces directly around courthouse;
- No vendors shall occupy parking spaces that are around courthouse from 2:30-6p.m. on Sunday;
- Inside parking spaces are for customer parking only;
- Offsite parking will be available at Jail and County Bldg;
- Vehicles will not be allowed on Courthouse lawn during set up with exception of cookers;
- Vendors can set up all day, but MUST be set up between 2:30 and 6 p.m.
- All set ups will occur from sidewalks or roadway, NO VEHICLES ON LAWN;
- Any violation of the rules may result in immediate removal from the lawn.
- NO REFUNDS WILL BE MADE.

All forms due no later than November 22nd, to Pittsfield County Market, 825 West Washington St. A \$25 late fee will be assessed for all forms submitted late. Vendor event contact person: Casey Beck at picturepittsfieldvendors@gmail.com. Look for more information about this event and others like it at PicturePittsfield.com and DeerSantaFestival.com.

